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**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

RYDER GAUTERAUX & dba OUTLAW
PRODUCTIONS
(RYDER GAUTERAUX, DAN WOLFE)

Plaintiff,

Vs

NORTHWEST RODEO ASSOCIATION
INC. dba NORTHWEST PROFESSIONAL
RODEO ASSOCIATION;

PAT SHANNON; and

RANDY AMIS

Defendants.

Case No.

CV '10-1382 MO

COMPLAINT

(Breach of contract, Account Stated,
Reasonable Value, Negligence, Bribery,
Racketeering, and Loss of Income, Extortion)

Jury Trial Demanded

THIS CLAIM EXCEEDS \$75,000

PARTIES

1.

Plaintiff Ryder Gauteraux (hereafter "Plaintiff") is a resident of Deschutes County,
Oregon, acting personally and under the assumed business name of Outlaw Productions, Ryder
Gauteraux and Dan Wolfe, a partnership doing business in Deschutes County, Oregon.

Located at PO Box 1960 Sisters OR 97756,

Phone; 541 410 5317

Page 1 -PLAINTIFF'S COMPLAINT

Ryder Gauteraux
P.O. Box 1960
Sisters, OR 97754
Telephone: (541) 410-5317

2.

Defendant No.(1) Northwest Rodeo Association, Inc DBA. Northwest Professional Rodeo Association, Inc. (hereinafter "Defendant NPRA") is a non-profit corporation organized and registered in the state of Washington,

Secretary office located at 35988 Sawtell Rd, Molalla, OR 97038 t

Phone; 503 829 8868

Defendant No.(2) Pat Shannon (hereinafter "Defendant Shannon") is recognized as the President for the Defendant NPRAs' organization for the years 2008, 2009, and Past-President for 2010.

Only known location is Secretary Office at 35988 Sawtell Rd, Molalla, OR 97038

Phone; unknown

Defendant No.(3) Randy Amis(hereinafter "Defendant Amis") is recognized as the Vice-President for the Defendant NPRAs' organization for the years 2008, 2009,2010

Only known location is Secretary Office at 35988 Sawtell Rd, Molalla, OR 97038

Phone; 541 480 3165

3.

JURISDICTION

This Court has jurisdiction over Plaintiffs proposed Complaint because (1) Plaintiff's complaint includes violations of the RICO act Chapter 96 of Title 18 of the United States Code § 1961–1968, (2) Plaintiff is a resident of Oregon, and Defendant NPRA is a corporation organized in the State of Washington and only registered to do business in Oregon after events detailed in this complaint. (3) Plaintiff seeks contribution and/or judgment in excess of \$75,000 based on the actions and/or omissions of the Defendant's related to the Plaintiff's claim.

4.

COMPLAINT

Plaintiff alleges the following complaints, this complaint is filed Pro-Se though, Throughout this filing "reasonable attorney fees" are mentioned, Plaintiff only states this for in the event counsel must be hired, (hereinafter stated "reasonable attorney fees") is only asked for in the event representation is hired.

Count I

(Breach of Contract)

5.

On or about January 17, 2008, in Redmond, Oregon, Defendant NPRA contracted with Plaintiff to help with the obligations set forth in the corporations Bylaws and rulebook, to assist in the organization, promotion and Production the 2008 Northwest Pro Rodeo Finals, and to do so acting according to the 2008 NPRA rulebook and by-laws, with technical authority granted to Plaintiff working with Defendant NPRAs' Finals committee.

With a one page contract written by the Defendant NPRA, the agreement was made for Plaintiff to help promote and produce the 2008 Northwest Professional Rodeo Finals according to the current (NPRA Rules and Procedures), and to help pay for the production through the sale of the NPRAs' name and production of the NPRA Finals. A copy of the agreement, 2008 finals rules-procedures and bylaws is attached hereto as Exhibit "1" and by this reference incorporated herein. At such Defendant NPRAs insistence and request, Plaintiff has fully performed all of its obligations possible under the contract to the existent authorized.

6.

After paying out all sums of money brought in through the sale of the NPRAs' name and

1 the production of the 2008 Finals there was a financial loss of \$65,499. This loss was noted and
2 relayed to the President of the NPRA Pat Shannon and the NPRA secretary within the week
3 following the conclusion of the 2008 Finals
4

5 7

6 After Plaintiff attempted to work with the Defendant's President, Vice-President and the
7 NPRA board of directors to have the Suppliers paid for their services that they had provided to
8 assist in the promotion and production of the 2008 NPRA Finals, Defendant NPRA failed to
9 make payment for the services provided to the 2008 NPRA Finals over and above income
10 Plaintiff collected for promotion and production of the event.
11

12 8.

13 On or about November 15, 2008 in Redmond OR Plaintiff hand delivered to Defendant
14 Amis (NPRA Vice-President and NPRA Finals chairman) the 2008 Finals financial details,
15 contracts, and a letter stating that we the Plaintiff had completed all of our obligations in
16 producing the 2008 Northwest Professional Rodeo Finals, and was not interested in any further
17 involvement with the Defendant NPRAs' Organization. The Defendant NPRA was asked to pay
18 the sum of \$65,499, this was ignored and therefore shows intentional disregard of the obligations
19 set forth in defendants own By-laws and rulebook. The refusal to pay for all the services
20 provided currently total the amount of \$47,499, together with interest at the rate of nine (9%) per
21 annum from the date each payment became due until paid in full. A copy of this demand is attach
22 hereto as Exhibit "2" and by this reference incorporated herein.
23

24 9.

25 The disregard of the agreement between Plaintiff and Defendants NPRA justifies for the
26 collection of reasonable attorney fees if Plaintiff so hires counsel at any time before the

1 conclusion of the process of this filed complaint. Filed by the Plaintiff, to collect such unpaid
2 charges for services rendered to the Defendant NPRAs 2008 Finals.

3 ///

4 10.

5 The Defendant NPRAs failure to pay for all of the services provided to the 2008 NPRA
6 Finials, over and above income received from promotion and production of the Northwest Pro
7 Rodeo Finals constitutes a breach of contract, this willful breach of contract and disregard of the
8 corporation bylaws and rulebook by the Defendant NPRA, was attended by such malice, insult
9 and abuse that it constitutes an independent tort, thus entitling the Plaintiff to recover punitive
10 damages as well as actual damages, which were proximately and foreseeable and caused by the
11 Defendant NPRA's actions.

12 And for reasonable attorney fees sought by Plaintiff to collect such unpaid charges of
13 services rendered.

14 **Count II**

15 **(Account Stated)**

16 12.

17 Plaintiff reallocates paragraphs 15 through 19 of Plaintiff's First Claim for Relief and by
18 this reference, incorporates them herein.

19 13.

20 On or about November 15, 2008, an account was stated between Plaintiff and Defendant
21 NPRA and upon such statement of account, Defendant was given notice and is indebted to
22 Plaintiff in the sum of \$47,499 together with interest at the rate of nine (9%) per annum from the
23 date each payment became due until paid in full. and for reasonable attorney fees sought by
24 Plaintiff to collect such unpaid charges of services rendered
25
26

1
2 14.

3 Defendant NPRA is required by its membership through obligations set forth in its own
4 By-laws and rulebook (exhibit #1) to promote and produce an annual finals rodeo and when the
5 Plaintiff provided statements demanding payment for services rendered to fulfill those
6 obligations, but after that demand, Defendant has failed and refused to pay said sum in full and
7 elected to only pay for selected portions of the services render.

8
9 **Count III**
10 **(Reasonable Value)**

11 15.

12 Plaintiff relegates paragraphs 5 through 10 of Plaintiff's First Claim for Relief and by this
13 reference, incorporates them herein.

14 16.

15 Proceeding to and on or about September 19-20, 2008, in Deschutes County, Oregon,
16 Plaintiff organized for services to be provided to Defendant NPRA, and Defendant NPRA is
17 indebted to Plaintiff for the reasonable value of those services; said services are reasonably worth
18 \$47,499 and for reasonable attorney fees sought by Plaintiff to collect such unpaid charges of
19 services rendered

20 17.

21 Defendant NPRA has not paid said amount and elected to only pay for selected portions
22 of the services render.

23
24 **Count IV**
25 **(Negligence, Bribery, Racketeering)**

26 18.

1 On or about October 28, 2008 in Fossil Oregon, Defendant NPRA drafted a
2 contract and named it Promissory Note, and forcing Norm Durfey to sign and agree to before
3 payment in the sum of \$1,400.00 would be paid for services he provided for production of the
4 2008 NPRA Finals. A copy of this Promissory Note is attached hereto as Exhibit "3" and by this
5 reference incorporated herein.

6 19.

7 The Defendant NPRA thus demanded Norm Durfey to attempt to collect money from
8 Plaintiff though any and all possible means including filing of a lawsuit. The Defendant NPRA
9 then followed this by demanding that Norm Durfey would assign any and all claims and
10 collection rights over to the Defendant NPRA.

11 The Defendant NPRA essentially was demanding Norm Durfey to cause the Plaintiff
12 harm in lieu of payment for services he provided for the production of the Defendant NPRAs
13 Finals thus clearly engaging in the act of bribery.

14 20.

15 The Defendant NPRA is an organization is registered in the State of Washington and
16 operates in the state of Oregon and Idaho.

17 21.

18 Engaging in such activities in the State of Oregon, that are done with clear intent to do
19 harm to the Plaintiff, a known resident of the State of Oregon and to effectively cause intentional
20 harm to the Plaintiff financially is a clear violation of the RICO act Chapter 96 of Title 18 of the
21 United States Code § 1961-1968

22 22.

23 All actions described in paragraphs 18 through 21 were done without plaintiffs'
24 knowledge, participation or consent.

25 23.

26 All demands made by Plaintiff for Norm Durfey to participate in any action following the

1 signing of "Exhibit 3" have not been acted upon as far as Plaintiff has knowledge.

3 **Count V**

4 **(Negligence, Bribery, Racketeering)**

5 24.

6 On or about October 28, 2008 in Fossil Oregon, Defendant NPRA drafted a
7 contract and named it Promissory Note, and forcing Deane Bain to sign and agree to before
8 payment in the sum of \$4,550.00 would be paid for services he provided for production of the
9 2008 NPRA Finals. A copy of this Promissory Note is attached hereto as Exhibit "4" and by this
10 reference incorporated herein.

11 25.

12 The Defendant NPRA thus demanded Deane Bain to attempt to collect money from
13 Plaintiff though any and all possible means including filing of a lawsuit. The Defendant NPRA
14 then followed this by demanding that Deane Bain would assign any and all claims and collection
15 rights over to the Defendant NPRA.

16 The Defendant NPRA essentially was demanding Deane Bain to cause the Plaintiff harm
17 in lieu of payment for services they provided for the production of the Defendant NPRAs Finals
18 thus clearly engaging in the act of bribery.

19 26.

20 The Defendant NPRA is an organization is registered in the State of Washington and
21 operating in the state of Oregon and Idaho.

22 27.

23 Engaging in such activities in the State of Oregon, that are done with clear intent to do
24 harm to the Plaintiff, a known resident of the State of Oregon and to effectively cause intentional
25 harm to the Plaintiff financially is a clear violation of the RICO act Chapter 96 of Title 18 of the
26 United States Code § 1961-1968

28.

All actions described in paragraphs 18 through 21 were done without plaintiffs' knowledge, participation or consent.

29.

All demands made by Plaintiff for Deane Bain to participate in any action following the signing of "Exhibit 4" have not been acted upon as far as Plaintiff has knowledge.

Count VI

(Negligence, Bribery, Racketeering)

30.

On or about October 28, 2008 in Fossil Oregon, Defendant NPRA drafted a contract and named it Promissory Note, and forcing Kelly Bowcutt to sign and agree to before payment in the sum of \$6,650.00 would be paid for services he provided for production of the 2008 NPRA Finals. A copy of this Promissory Note is attached hereto as Exhibit "5" and by this reference incorporated herein.

31.

The Defendant NPRA thus demanded Kelly Bowcutt to attempt to collect money from Plaintiff through any and all possible means including filing of a lawsuit. The Defendant NPRA then followed this by demanding that Kelly Bowcutt would assign any and all claims and collection rights over to the Defendant NPRA.

The Defendant NPRA essentially was demanding Kelly Bowcutt to cause the Plaintiff harm in lieu of payment for services he provided for the production of the Defendant NPRAs Finals thus clearly engaging in the act of bribery.

32.

The Defendant NPRA is an organization is registered in the State of Washington and operating in the state of Oregon and Idaho.

1 33.

2 Engaging in such activities in the State of Oregon, that are done with clear intent to do
3 harm to the Plaintiff, a known resident of the State of Oregon and to effectively cause intentional
4 harm to the Plaintiff financially is a clear violation of the RICO act Chapter 96 of Title 18 of the
5 United States Code § 1961–1968

6 34.

7 All actions described in paragraphs 18 through 21 were done without plaintiffs'
8 knowledge, participation or consent.

9 35.

10 All demands made by Plaintiff for Kelly Bowcutt to participate in any action following
11 the signing of "Exhibit 5" have not been acted upon as far as Plaintiff has knowledge.

12
13 **Count VII**

14 **(Negligence, Bribery, Racketeering)**

15 36.

16 On or about November 25, 2008 in Fossil Oregon, Defendant NPRA drafted a
17 contract and named it Promissory Note, and forcing Jason Buchanan to sign and agree to before
18 payment in the sum of \$3,000.00 would be paid for services he provided for production of the
19 2008 NPRA Finals. A copy of this Promissory Note is attached hereto as Exhibit "6" and by this
20 reference incorporated herein.

21 37.

22 The Defendant NPRA thus demanded Jason Buchanan to attempt to collect money from
23 Plaintiff though any and all possible means including filing of a lawsuit. The Defendant NPRA
24 then followed this by demanding that Jason Buchanan would assign any and all claims and
25 collection rights over to the Defendant NPRA.

26 The Defendant NPRA essentially was demanding Jason Buchanan to cause the Plaintiff

1 harm in lieu of payment for services he provided for the production of the Defendant NPRAs
2 Finals thus clearly engaging in the act of bribery.

3 38.

4 The Defendant NPRA is an organization is registered in the State of Washington and
5 operating in the state of Oregon and Idaho.

6 39.

7 Engaging in such activities in the State of Oregon, that are done with clear intent to do
8 harm to the Plaintiff, a known resident of the State of Oregon and to effectively cause intentional
9 harm to the Plaintiff financially is a clear violation of the RICO act Chapter 96 of Title 18 of the
10 United States Code § 1961–1968

11 40.

12 All actions described in paragraphs 18 through 21 were done without plaintiffs'
13 knowledge, participation or consent.

14 41.

15 All demands made by Plaintiff for Jason Buchanan to participate in any action following
16 the signing of "Exhibit 6" have not been acted upon as far as Plaintiff has knowledge.

17
18 **Count VIII**

19 **(Negligence, Bribery, Racketeering)**

20 42.

21 On or about October 28, 2008 in Fossil Oregon, Defendant NPRA drafted a
22 contract and named it Promissory Note, and forcing Randy Fery to sign and agree to before
23 payment in the sum of \$1,600.00 would be paid for services he provided for production of the
24 2008 NPRA Finals. A copy of this Promissory Note is attached hereto as Exhibit "7" and by this
25 reference incorporated herein.

26 43.

1 The Defendant NPRA thus demanded Randy Fery to attempt to collect money from
2 Plaintiff though any and all possible means including filing of a lawsuit. The Defendant NPRA
3 then followed this by demanding that Randy Fery would assign any and all claims and collection
4 rights over to the Defendant NPRA.

5 The Defendant NPRA essentially was demanding Randy Fery to cause the Plaintiff harm
6 in lieu of payment for services he provided for the production of the Defendant NPRAs Finals
7 thus clearly engaging in the act of bribery.

8 44.

9 The Defendant NPRA is an organization is registered in the State of Washington and
10 operating in the state of Oregon and Idaho.

11 45.

12 Engaging in such activities in the State of Oregon, that are done with clear intent to do
13 harm to the Plaintiff, a known resident of the State of Oregon and to effectively cause intentional
14 harm to the Plaintiff financially is a clear violation of the RICO act Chapter 96 of Title 18 of the
15 United States Code § 1961–1968

16 46.

17 All actions described in paragraphs 18 through 21 were done without plaintiffs'
18 knowledge, participation or consent.

19 47.

20 All demands made by Plaintiff for Randy Fery to participate in any action following the
21 signing of "Exhibit 7" have not been acted upon as far as Plaintiff has knowledge.

22
23 **Count VIII**

24 **(Negligence, Bribery, Racketeering)**

25 48.

26 On or about October 28, 2008 in Fossil Oregon, Defendant NPRA drafted a

1 contract and named it Promissory Note, and forcing Less Patterson to sign and agree to before
2 payment in the sum of \$,800.00 would be paid for services he provided for production of the
3 2008 NPRA Finals. A copy of this Promissory Note is attached hereto as Exhibit "8" and by this
4 reference incorporated herein.

5 49.

6 The Defendant NPRA thus demanded Less Patterson to attempt to collect money from
7 Plaintiff though any and all possible means including filing of a lawsuit. The Defendant NPRA
8 then followed this by demanding that Less Patterson would assign any and all claims and
9 collection rights over to the Defendant NPRA.

10 The Defendant NPRA essentially was demanding Less Patterson to cause the Plaintiff
11 harm in lieu of payment for services he provided for the production of the Defendant NPRAs
12 Finals thus clearly engaging in the act of bribery.

13 50.

14 The Defendant NPRA is an organization is registered in the State of Washington and
15 operating in the state of Oregon and Idaho.

16 51.

17 Engaging in such activities in the State of Oregon, that are done with clear intent to do
18 harm to the Plaintiff, a known resident of the State of Oregon and to effectively cause intentional
19 harm to the Plaintiff financially is a clear violation of the RICO act Chapter 96 of Title 18 of the
20 United States Code § 1961–1968

21 52.

22 All actions described in paragraphs 18 through 21 were done without plaintiffs
23 knowledge, participation or consent.

24 53.

25 All demands made by Plaintiff for Less Patterson to participate in any action following
26 the signing of "Exhibit 8" have not been acted upon as far as Plaintiff has knowledge.

Count X
(Lost Income)

55.

Resulting directly from the actions of the Defendant NPRA preceding the NPRA Finals held on September 19-20, 2008, in Deschutes County, Oregon.

56.

The Plaintiff lost income in the amount of \$10,004 in the year of 2009 from existing contracts that have been canceled due to the Defendant NPRAs negligent actions. This loss was the direct result of the defendant NPRAs actions detailed in paragraphs 5 through 53.

57.

The Plaintiff lost income in the amount of \$10,004 in the year of 2010 from existing contracts that have been canceled due to the Defendant NPRAs negligent actions. This loss was the direct result of the defendant NPRAs actions detailed in paragraphs 5 through 53.

58.

The Defendant NPRAs failure to fulfill the obligations as set forth in "Exhibit 1" and the actions taken by the Defendant NPRA in the months following was done with such malice, insult and abuse that it constitutes an independent tort, thus entitling the Plaintiff to recover punitive damages as well as actual damages, which were proximately and foreseeable and caused by the Defendant NPRAs actions.

59.

Defendant NPRA has continued with actions similar to the actions described in paragraphs 5 through 53, at this time and until the conclusion of these legal proceedings it is foreseeable for the Plaintiff will occur a financial loss in the approximate amount of \$10,004 each year until the conclusions of these proceedings.

60.

Plaintiff has experienced a financial loss of income in the approximate sum of \$20,800 and with the foreseeable addition of \$10,400 for each year 2011, 2012, 2013 or until these legal proceedings are concluded, together with interest at the rate of nine (9%) per annum until paid in full.

Count XI
(Negligence)

61.

On or about November 15, 2008 in Redmond OR prior to the scheduled NPRA board meeting being called to order Plaintiff hand delivered to Defendant Amis (NPRA Vice-President and NPRA Finals chairman) the 2008 Finals financial details, contracts, and a letter stating that we the Plaintiff had completed all of our obligations in producing the 2008 Northwest Professional Rodeo Finals, and was not interested in any further involvement with the Defendant NPRAs Organization. Attached "Exhibit 2"

62.

The Defendant Amis did not present "Exhibit 2" to the complete board of directors, therefore denying the corporation of information which directly influenced the actions stated in paragraphs 8 through 61.

63.

The Defendant Amis acted with negligence by not fulfilling his obligations agreed to when taking an oath to uphold the duties of Vice-President, set forth and stated clearly in Defendant NPRAs By-laws and Rulebook. This shows intentional disregard of the obligations set forth in Defendant NPRAs own By-laws and rulebook and defendant Amis should be held

1 accountable personally for acting outside the scope of his Vice-Presidential duties.

2
3 **Count XII**
4 **(Negligence)**

5 64.

6 On or about November 15, 2008 in Redmond OR prior to and during the NPRA board
7 meeting being called to order Defendant Shannon had knowledge of "Exhibit 2" Plaintiff had
8 hand delivered to Defendant Amis (NPRA Vice-President and NPRA Finals chairman), the 2008
9 Finals financial details, contracts, and a letter stating that we the Plaintiff had completed all of
10 our obligations in producing the 2008 Northwest Professional Rodeo Finals, and was not
11 interested in any further involvement with the Defendant NPRAs Organization.

12 65.

13
14 The Defendant Shannon is responsible for acting negligent by having knowledge of
15 "Exhibit 2" that was in possession of Defendant Amis and intentionally did not call notice to
16 "Exhibit 2" to be shared with the complete board of directors, therefore intentionally denying the
17 corporation of information which directly influenced the actions stated in paragraphs 8 through
18 63.

19 66.

20
21 The Defendant Shannon acted with negligence by not fulfilling his obligations agreed to
22 when taking an oath to uphold the duties of President, set forth and stated clearly in Defendant
23 NPRAs By-laws and Rulebook. This shows intentional disregard of the obligations set forth in
24 defendant NPRAs own By-laws and rulebook and Defendant Shannon should be held
25 accountable personally for acting outside the scope of his Presidential duties.
26

Count XIII

(Negligence, Racketeering, Extortion)

67.

On or about November 29, 2008 in Fossil Oregon, Defendant NPRA drafted an illegitimate letter-bill and named it Please Remit, this demand was drafted outside the scope of the Defendant NPRAs own BY-laws and rulebook and therefore forcing Plaintiff Ryder Gauteraux to be added to the "black-list" A copy of this Bill is attached hereto as Exhibit "9" and by this reference incorporated herein.

68.

The Defendant NPRA thus was attempting to force Plaintiff to pay the sum of \$18,767.00 in order to be a member in good standing in any membership rodeo association in the Northwest. This was done for the sole purpose to make Plaintiff ineligible and blacklisted, therefore incapable in entering and or participating in any aspect in Rodeos throughout Oregon, Washington and Idaho.

69.

The Defendant NPRA essentially was demanding Plaintiff pay \$18,767.00 in order to "work another Rodeo", this was done with intent and malice thus directly causing Plaintiff to lose the ability to work and therefore eliminating a source of income that the Plaintiff is known to rely on.

70.

Engaging in such activities in the State of Oregon, that are done with clear intent to extort any sum of money from the Plaintiff, a known resident of the State of Oregon and to effectively cause intentional harm to the Plaintiff financially is a clear violation of the RICO act Chapter 96 of Title 18 of the United States Code § 1961–1968

71.

The Defendant is an organization is registered in the State of Washington and operating

1 in the state of Oregon and Idaho.

3 **Relief**

4 **WHEREFORE**, Plaintiff requests Judgment, jointly and severally, against Defendants
5 under alternative counts as follows:

- 6 1. On Plaintiff's **Count I**, the sum of \$47,499, together with interest at nine percent
7 (9%) per annum from ten (10) days after each invoice date until paid in full and for
8 any financial sum set forth by jury for punitive damages and for reasonable attorney
9 fees sought by Plaintiff to collect for services rendered to the Defendant NPRA.
- 10 2. On Plaintiff's **Count II**, the sum of \$47,499, together with interest at nine percent
11 (9%) per annum from ten (10) days after each invoice date until paid in full and for
12 any financial sum set forth by jury for punitive damages and for reasonable attorney
13 fees sought by Plaintiff to collect for services rendered to the Defendant NPRA.
- 14 3. On Plaintiff's **Count III**, the sum of \$47,499.00, together with interest at nine percent
15 (9%) per annum from the date of entry of judgment until paid in full. and for
16 reasonable attorney fees sought by Plaintiff to collect for services rendered to the
17 Defendant NPRA.
- 18 4. On Plaintiff's **Count IV**, the sum of \$10,000 or any financial sum set forth by a jury
19 for actual damages and for punitive damages and for reasonable attorney fees sought
20 by Plaintiff to seek relief from Defendant NPRAs actions.
- 21 5. On Plaintiff's **Count V**, the sum of \$10,000 or any financial sum set forth by a jury
22 for actual damages and for punitive damages and for reasonable attorney fees sought
23 by Plaintiff to seek relief from Defendant NPRAs actions.
- 24 6. On Plaintiff's **Count VI**, the sum of \$10,000 or any financial sum set forth by a jury
25 for actual damages and for punitive damages and for reasonable attorney fees sought
26 by Plaintiff to seek relief from Defendant NPRAs actions.

- 1 7. On Plaintiff's **Count VII**, the sum of \$10,000 or any financial sum set forth by a jury
- 2 for actual damages and for punitive damages and for reasonable attorney fees sought
- 3 by Plaintiff to seek relief from Defendant NPRAs actions.
- 4 8. On Plaintiff's **Count VIII**, the sum of \$10,000 or any financial sum set forth by a
- 5 jury for actual damages and for punitive damages and for reasonable attorney fees
- 6 sought by Plaintiff to seek relief from Defendant NPRAs actions.
- 7 9. On Plaintiff's **Count VIII**, the sum of \$10,000 or any financial sum set forth by a
- 8 jury for actual damages and for punitive damages and for reasonable attorney fees
- 9 sought by Plaintiff to seek relief from Defendant NPRAs actions.
- 10 10. On Plaintiff's **Count X**, the sum of \$60,024 with the addition of \$30,012 for each
- 11 year 2011, 2012, 2013 or until these legal proceedings are concluded, together with
- 12 interest at the rate of nine (9%) per annum until paid in full
- 13 11. On Plaintiff's **Count XI**, the sum of \$10,000 or any financial sum set forth by a jury
- 14 for actual damages and for punitive damages and for reasonable attorney fees sought
- 15 by Plaintiff to seek relief from Defendant Amis actions.
- 16 12. On Plaintiff's **Count XII**, the sum of \$10,000 or any financial sum set forth by a jury
- 17 for actual damages and for punitive damages and for reasonable attorney fees sought
- 18 by Plaintiff to seek relief from Defendant Shannon actions.
- 19 13. On Plaintiff's **Count XIII**, the sum of \$30,000 or any financial sum set forth by a
- 20 jury for actual damages and for punitive damages and for reasonable attorney fees
- 21 sought by Plaintiff to seek relief from Defendant NPRAs actions.

22
23 I declare under penalty of perjury that the foregoing is true and correct.

24 Dated; this 4th day of November 2010.

25 By:


Ryder Gauteraux & DBA Outlaw Productions
Pro Se Plaintiff